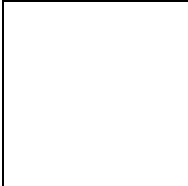


The following is the Table of Contents for the Internet Bid Package documents.

20a0074a.doc Invitation for Bid, 18 pages
20a0074b.doc Small Business Subcontracting Preference Form for Non-Small Business Bidders, 1 page
20a0074c.doc Sample Standard Agreement, 14 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	Agreement No. 20a0074	
	Bid Due Date: 10/12/2006 Bid Due Time: 2:15 P.M. Bid Opening Time: 2:30 P.M. Attn: Kally Phelps	
Department of Transportation, MS-65 Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006		

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

September 22, 2006

**INVITATION FOR BID (IFB)
IFB # 20A0074
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB) entitled IFB 20A0074: Training for System Architect[®] Software. In submitting your bid, you must comply with the instructions found herein.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Kally Phelps
Department of Transportation
(916) 227-6107
(916) 227-6112 (fax)

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Kally Phelps
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

Table of Contents

SECTION	PAGE
Note: Each section below is a link to the actual paragraph.	
A) Purpose and Description of Service	3
B) Bidder Minimum Qualification	3
C) Bid Requirements and Information	3
1. Time Schedule	3
2. Questions and Answers	3
3. Inclusive Costs	4
4. Small Business Preference	4
5. Bid Submittal	4
6. Evaluation and Selection	6
7. Award and Protest	6
8. Standard Conditions of Service	7
D) Special Program	8
1. Small Business Preference	8
Attachments	
1. Bid Proposal (ADM-1412)	
2. Contractor Certification Clauses (CCC 1005)	
3. Small Business Subcontracting Preference Form for Non-Small Businesses	
4. Bid/Bidder Certification Sheet	
5. Required Attachment Check List	
6. Sample Standard Agreement (STD 213):	
Exhibit A, Scope of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, Special Terms and Conditions	
Exhibit D, Additional Provisions	
Exhibit E, Information Technology General Provisions (GSPD-401IT)	

A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 6, Exhibit A**. The term of this Agreement is anticipated to be a total of five (5) consecutive days, beginning no earlier than October 31, 2006 and ending no later than December 31, 2006. The estimated budget is \$22,500.00.

B) Bidder's Minimum Qualification

Bidders must verify in writing that trainers have taught a minimum of ten (10) System Architect® classes previously.

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	9/22/2006	
Written Question Submittal	10/03/2006	
Final Date and Time for Bid Submission	10/12/2006	2:15 pm
Bid Opening	10/12/2006	2:30 pm
Proposed Award Date (estimate)	10/13/2006	
Proposed Agreement Term (estimate)	10/31/2006 – 12/31/2006	

2. Questions and Answers

- Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by 10/03/2006.
- Written questions must include the individual's name, firm name, complete address and must reference IFB No. 20A0074. Questions must be sent to the following address:

EMAILED, FAXED, OR MAILED:
kally_phelps@dot.ca.gov
Fax No.: (916) 227-6112

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Kally Phelps
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 20A0074

IFB Name: Training for Telelogic System Architect Software

Firm Name:

Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**

- c) All bids shall include the documents identified in this IFB's **Attachment 5, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

- * If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.
- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected.

6. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The final selection will be made on the basis of the lowest responsible bid meeting the specifications. The award of the contract, if awarded, will be made to the lowest responsible and responsive bidder. A responsive bid is one that complies with all of the specifications in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

7. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.

- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Protest and Dispute's Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
--	--

It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

8. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid

price and the actual cost of performing work by the second lowest Bidder or by another contractor.

- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- d.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.
- e.) No oral understanding or agreement shall be binding on either party.

D) Special Program

The following Special Program is applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified small business or microbusiness preference, complete Section 16, **Attachment 4** (Bid/Bidder Certification Sheet) and attach a copy of your certification.

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more certified small businesses or microbusiness, complete **Attachment 3**, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such

certified small businesses or microbusinesses (**ADM 3019, Attachment 3**).

Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06) PAGE 1 OF 1

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 20A0074	PAGE	OF
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (Lump Sum)	TOTAL (Same as Unit Price)
1	1	LUMP SUM	Provide a lump sum bid to provide the training as detailed in the Scope of Work (Attachment 6, Exhibit A) .		
<p>(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.</p> <p>(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.</p>				TOTAL THIS PROPOSAL	

**ATTACHMENT 2
Contractor Certification Clauses**

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

I. CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 4 Bid/Bidder Certification Sheet

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</p> <p>a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter certification number: _____</p> </div> <div style="width: 45%;"> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter your service code below: _____</p> </div> </div> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending: _____</p>		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 5

ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC1005). The CCC 1005 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Small Business Preference Form For Non-Small Business Bidders, ADM-3019
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	Attachment Checklist

Remember that all bidders need to provide verification of the minimum qualification as listed in Section B, Paragraph 2.

SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS

ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

IFB NO. 20A0074

ATTACHMENT 3

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS	
CONTACT PERSON	BUSINESS PHONE ()	
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER	DATE

IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
B. Certified Small Business Subcontractor/Supplier Name and Address						
TOTAL PARTICIPATION CLAIMED					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. **For on-call contracts, the dollar amount represents estimated dollar value claimed.

FOR CALTRANS USE ONLY

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ATTACHMENT 6
Sample Standard Agreement

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

Note to Bidders:

The following 14 pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

6 Pages

Exhibit B – Budget Detail and Payment Provisions

2 Pages

Exhibit C – Special Terms and Conditions

4 Pages

Exhibit D – Additional Provisions

1 Page

Exhibit E* – Information Technology General Provisions (GSPD-401IT)

Attachment 1 – Bid Proposal

Attachment 2* – Contractor's Certification Clauses (CCC – 1005)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.pd.dgs.ca.gov/modellang/gspd62106.htm> and <http://www.documents.dgs.ca.gov/ols/CCC-1005.doc>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation (Department)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of
General Services Use Only**

☒ Exempt per: 9I-1006-DOT-HQ1

EXHIBIT A
Standard Agreement

SCOPE OF WORK

1. Contractor agrees to provide training for System Architect® software to the Department of Transportation (Department), as described herein:

The services shall be performed at: Training will be provided on-site at one of the following Department facilities in Sacramento, CA.

- FMP III, 1727 30th Street, Sacramento CA 95816
 - Division of Training, 1616 29th Street, Sacramento CA 95816
 - 1500 5th Street, Sacramento CA 95814
2. This Agreement shall begin on October 31, 2006, contingent upon approval by the State, and expire on December 31, 2006, unless extended by amendment. The services shall be provided during regular business hours.
 3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor:
Section/Unit:	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

4. Detailed description of work to be performed and duties of all parties:

System Architect® (SA) is software designed to aid in the development of enterprise systems by integrating support for all areas of modeling, including business process modeling, component and object modeling, structured analyses and design, and data modeling. The Department will use SA to maintain all work products related to Enterprise Architecture.

The Consultant will provide hands-on training on SA for up to 10 participants in accordance with the Scope of Work and Training Topics that follow. Training will last a total of five (5) consecutive days, beginning no earlier than October 31, 2006 and ending no later than December 31, 2006.

EXHIBIT A

Standard Agreement

Contractor Tasks and Responsibilities

Contractor will:

- Provide knowledgeable trainers
- Provide all training materials, including Contractor's software licenses for the duration of the training period. Training materials must be based on certified SA course books and customized per the Scope of Work.
- Ensure Contractor workstation or laptop is, at all times, updated with the currently released security patches, and run anti-virus software that utilizes the most up-to-date Engine and DAT files.

Deliverable

Five (5) consecutive days of SA training for up to ten (10) participants that adheres to this Scope of Work and covers all the Training Topics outlined in this document.

State Responsibilities

The Department will provide appropriate physical location for training that includes:

- Adequate seating and presentation space for ten (10) participants plus trainer(s)
- Appropriate infrastructure for equipment (electricity, limited network and internet access)
- Computers for all participants

General Training Topics

Overview of SA

- Interfaces
- SA Framework
- Methodologies
- Databases and Languages
- Documentation
- On-screen editing

Encyclopedia Concepts

- SA Window
- Creating a new Encyclopedia
- Customize Method Support
- Setting Preferences
- Working with Diagrams
- Access and Control Filters

EXHIBIT A

Standard Agreement

Working with Diagrams

- Creating a New Diagram
- Diagrams, Symbols, and Definitions
- Opening, Closing, and Saving a Diagram
- Other Browser Options
- Access Control and Filters
- Checking Out a Diagram
- Filtering the Browser
- Selecting Diagrams and Property Sets

Drawing Techniques

- Symbol Types
- The Draw Toolbar
- Cursor Shapes
- Placing Rectangular Symbols
- Drawing Line Symbols
- Line Styles and Line Routing
- Selecting, Moving, and Naming Symbols
- Symbol Style Options
- Selecting Multiple Symbols
- Style Options
- Scaling the Display

Using Matrix Editors

Business Modeling Training Topics

Business Enterprise Model View

- Business Profiles
- Business Enterprise direction Model
- Mission Statement
- Business Objectives
- Critical Success Factors
- Key Business Policies
- Business Rules Comparison

Process Model View

- Business Process Direction Model
- Process Chart Diagrams
- Process Maps
- Process Decomposition

EXHIBIT A

Standard Agreement

- Functions
- Elementary Business Process to Function Matrix
- Functional Hierarchy Diagrams
- Relationship Maps
- Establishing relationships between business process models and other business documentation (e.g. relationships between swim lanes and org charts)

Organization Model View

- Organization Chart
- Competency and Role Definitions
- Matrices
- Decision Chart
- Teams

Location Model View

- Location Principles
- Location Definitions
- Process to Location Type Matrix
- Application to Location Matrix

Application Model View

- System Area Map
- SA Diagram
- System Context and Structure Diagrams
- Matrices
- Process Hierarchy

Technology Model View

- General Technology Principles
- Technology
- Network Concept Diagram

Data Modeling Training Topics

Information Modeling and Database Design

- Models and Subject areas
- Referral Integrity
- Support for Attributes, Elements, Structures, and Domains
- Reverse engineering from Oracle or other sources including:
 - Overview of XML and ddl files

EXHIBIT A

Standard Agreement

- Specific file/format to generate in Oracle to import/reverse engineer logical data models and physical data models
- Steps to reverse engineer
- Any variation in this process related to the Oracle version (e.g. 6, 9i, 10g) used to create the file being imported.
- Object and Component Modeling

The ERD Meta Model

- The Project Data Model
- The Entity Relation Diagram
- The Entity Relation Model Diagram
- The Entity Relation Subject Area Diagram

Editing an Entity Definition

- Adding Data Items to an Entity Definition
- Defining a Data Element
- Creating a New Definition
- Defining a Data Structure
- Modifying Symbol Definitions
- Using a Diagram Structure
- Identifying the Primary Key
- Attribute Definitions
- Domains
- Displaying Information in Symbols
- Display mode
- Creating and managing data elements and instances when data exists in duplicative systems.

The Logical Data Model

- Modifying Relation Line Information
- Foreign Keys
- Access Paths

The Physical Data Model

- Creating a PDM from an ERD
- Super/Sub Resolution Method
- Resolving Non-specific Relations
- An Example PDM diagram

Addressable Definitions

- Requirements
- Adding/Modifying Requirements

EXHIBIT A

Standard Agreement

- Requirement Definitions
- Attaching/Detaching Requirements to/from Symbols
- Lookup Feature
- Creating, Viewing and Deleting a Definition
- Definition of Terms
- Diagramming Notations Supported

Reporting Training Topics

The SA Reporting System

- Opening the Reports Window
- Opening a Report File
- The Report Writer
- Drafting Reports

Documentation Facility

- Report Settings
- Selecting Diagrams
- The Word Link
- Improved SA/Word Templates
- The HTML Reporting System

Use of Explorer diagrams

SA Administration Training Topics

- Creating and managing a catalog
- Adding users
- Assigning and modifying user roles
- Property configuration dialog – overview of setting and ramifications to changing the settings after the repository contains diagrams/definitions
- Modification of USRPROPS (specifically for numbering the Functional Hierarchy Diagram)

Completion/Acceptance Criteria

Acceptance criteria shall consist of the following:

- Training was provided on mutually agreed upon dates and times.
- All Training Topics in this Scope of Work were covered.
- If a deliverable is not accepted, the Department shall provide the reason in writing within five (5) days of receipt of the deliverable.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by the Contract Manager, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred.
- B. The Contractor will be paid a lump sum of \$____, in arrears, in full payment for all work and services performed under this Agreement. Itemized invoice(s) shall include the Agreement Number and shall be submitted in triplicate to:

Department of Transportation
Office/Unit Name, MS Number
Attention: Contract Manager's Name
Street Address/P.O. Box
City, CA Zip Code

- C. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- D. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

EXHIBIT B
Standard Agreement

D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

Total amount of this Agreement shall not exceed \$_____.

5. Rates

The Contractor shall perform all work under this Agreement for the lump sum of \$_____.

6. Materials/Supplies

Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

EXHIBIT C
Standard Agreement

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.
- C. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted..

2. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to Contractor.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

EXHIBIT C

Standard Agreement

4. Default

If, after award and execution of the Agreement, the Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Should the Contractor default on the Agreement, it may be liable to the State for damages including the difference between their original bid price and the actual cost of performing their work by another contractor.

5. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

6. Enterprise Zone Act (EZA)

- A. This portion of the Agreement applies only to Contractors who are certified and participating in the EZA Preference Program (established by Government Code Section 7070, et seq., and all attendant rules and regulations, (Title 2, California Administrative Code, Section 1896.30, et seq.), and performing work in a designated enterprise zone.
- B. Contractor or vendor agrees that the state contracting agency, or its delegacy, will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor or vendor agrees to provide the state contracting agency or its delegacy with any relevant information requested and shall permit the state contracting agency or its delegacy access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after final payment under the Agreement.
- C. Contractor or vendor agrees with respect to a certification to hire persons living in a high density unemployment area or enterprise zone qualified employees, to:
 - 1. Act in good faith for the purpose of maintaining such persons as employees for the duration of the Agreement performance; and
 - 2. Make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons living in a high density unemployment area or enterprise zone qualified employees; and
 - 3. Promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated

EXHIBIT C

Standard Agreement

or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. The Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the California Trade and Commerce Agency (CTCA) with respect to replacement of such persons.

7. Target Area Contract Preference Act (TACPA)

- A. This portion of the Agreement applies only to Contractors who are certified and participating in the TACPA Preference Program established by Government Code Section 4530, et seq., and all attendant rules and regulations (Title 2, California Administrative Code, Section 1896.30, et seq.), when performing work at a work site location in a qualified distressed area or when employing persons in accordance with Government Code Section 4533.1.
- B. Contractor or vendor agrees that the state contracting agency, or its delegacy, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the Agreement or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after final payment under the Agreement.
- C. Contractor or vendor agrees with respect to a certification to hire persons with high risk of unemployment, to:
 - 1. Act in good faith for the purpose of maintaining such persons as employees for the duration of the Agreement performance; and
 - 2. Make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and
 - 3. Promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate reasons for the termination or absence. The Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the Employment Development Department with respect to replacement of such persons.

8. Local Agency Military Base Recovery Area Act (LAMBRA)

- A. This portion of the Agreement applies only to Contractors who are certified and participating in the LAMBRA Preference Program (established by Government Code Section 7118, et seq., and all attendant rules and regulations (Title 2, California Code of Regulations, Section 1896, 100 et seq.

EXHIBIT C
Standard Agreement

- B. Contractor or vendor agrees that the state contracting agency, or its delegacy, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the Agreement or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after final payment under the Agreement.
- C. Contractor or vendor agrees with respect to a certification to hire persons living within a Local Agency Military Base Recovery Area during the period of Contractor performance and to:
 - 1. Act in good faith for the purpose of maintaining such persons as employees for the duration of the Agreement performance; and
 - 2. Make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons living within the area; and
 - 3. Promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. The Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the California Trade and Commerce Agency with respect to replacement of such persons.

EXHIBIT D
Standard Agreement

ADDITIONAL PROVISIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

2. Timeliness

Time is of the essence in this Agreement.

3. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

4. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.